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Defendants Rimini Street, Inc. and Seth Ravin (together "Rimini") sought judgment as a matter of law on all of Oracle's claims and in particular on Oracle's non-copyright claims, request for punitive damages, and lost and infringer's profits damages for copyright infringement. In response to Rimini's motion, Oracle already dropped its trespass to chattels and breach of contract claims. Rimini expects that the Court's resolution of Rimini's motion will further reduce the number of questions that need to be asked of the jury. Nevertheless, as currently pleaded, Rimini proposes the verdict form below.

1

#### RIMINI STREET'S AND SETH RAVIN'S PROPOSED VERDICT FORM

2					
3	Section	on I: Oracle's Copyright Ir	ıfringement Clain	ns	
4	A.	<u>PeopleSoft</u>			
5	1.	Did Oracle prove by a prep	ponderance of the	evidence that Rimini Street and/or Seth Ravin	
6		infringed any copyrights o	n PeopleSoft docu	mentation?	
7		Rimini Street:	Yes	No	
8		Seth Ravin:	Yes	No	
9		If you answered no to both	n, skip to Section I.	B.	
10					
11	2.	Did Oracle use its PeopleS	Soft copyright to in	directly gain commercial control over the mark	et
12		for software support service	ces?		
13		Yes	No		
14					
15	B.	J.D. Edwards			
16	3.	Did Oracle prove by a pre	ponderance of the	evidence that Rimini Street and/or Seth Ravin	
17		infringed any of the works	containing a J.D.	Edwards software copyright?	
18		Rimini Street:	Yes	No	
19		Seth Ravin:	Yes	No	
20		If yes, how many works pr	roven:		
21		If you answered no to all o	questions, skip to S	ection I.C.	
22					
23	4.	Did Oracle prove by a prep	ponderance of the	evidence that Rimini Street and/or Seth Ravin	
24		infringed the J.D. Edwards	s copyrights?		
25		Rimini Street:	Yes	No	
26		Seth Ravin:	Yes	No	
27		If you answered no to both	n, skip to Section I.	C.	
28					

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1	5.	Did Oracle prove by a preponderance of the evidence that any such infringement exceeded the				
2		scope of the licenses of O	racle's customers?			
3		Yes	No			
4		If you answered no, skip to	to Section I.C.			
5						
6	6.	Did Oracle use its J.D. Ed	lwards copyright to inc	directly gain commercial control over the		
7		market for software support	ort services?			
8		Yes	No			
9						
10	C.	<u>Siebel</u>				
11	7.	Did Oracle prove by a pre	eponderance of the evi	dence that Rimini Street and/or Seth Ravin		
12		infringed any of the work	s containing a Siebel s	software copyright?		
13		Rimini Street:	Yes	No		
14		Seth Ravin:	Yes	No		
15		If yes, how many works p	oroven:			
16		If you answered no to bot	h, skip to Section I.D.			
17						
18	8.	Did Oracle prove by a pre	eponderance of the evi	dence that Rimini Street and/or Seth Ravin		
19		infringed the Siebel copyr	rights?			
20		Rimini Street:	Yes	No		
21		Seth Ravin:	Yes	No		
22		If you answered no to bot	h, skip to Section I.D.			
23						
24	9.	Did Oracle prove by a pre	eponderance of the evi	dence that any such infringement exceeded the		
25		scope of the licenses of O	racle's customers?			
26		Yes	No			
27		If you answered no, skip t	to Section I.D.			
28						

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1	10.	Did Oracle use its Siebel copyright to indirectly gain commercial control over the market for
2		software support services?
3		Yes No
4		
5	D.	All Copyright Infringement Claims - Causation and Measure of Damages
6	11.	Has Oracle met its burden of establishing by a preponderance of the evidence an objective,
7		non-speculative actual damages amount as to its copyright infringement claims?
8		Yes No
9		If you answered yes, proceed to question 12.
10		If you answered no, your answer to question 15 should be the amount of statutory damages
11		you award to Oracle.
12		
13	12.	If you answered yes to question 11, place an "X" next to the best measure of actual damages:
14		Fair market value of use
15		Lost profits
16		If you selected fair market value of use, your answer to question 15 should be the amount of
17		the fair market value of Rimini Street and/or Seth Ravin's use of the infringed copyrights.
18		
19	13.	If you chose lost profits in question 12, did Oracle prove by a preponderance of the evidence
20		that Rimini Street caused clients to leave Oracle as a result of Rimini Street's and/or Seth
21		Ravin's infringement?
22		Yes No
23		If you answered yes, proceed to question 14.
24		
25	14.	If you answered yes to question 13, did you find that Rimini Street earned profits caused by
26		the infringement that were not taken into account in computing the lost profits?
27		Yes No
28		If you answered yes, your answer to question 15 should be the lost profits (No. 13) and these
	1	

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1		infringer's profits (14).
2		If you answer no, your answer to question 15 should be the lost profits (No. 13) only.
3		
4	15.	What is the total amount of copyright infringement damages you award to Oracle
5		International?
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1	Section	on II: Oracle's Federal Co	mputer Fraud An	d Abuse Act Claims			
2	16.	Did Oracle prove by a preponderance of the evidence that Rimini Street and/or Seth Ravin					
3		violated the Computer Fra	aud and Abuse Act?	,			
4		Rimini Street:	Yes	No			
5		Seth Ravin:	Yes	No			
6		If you answered no both of	of these questions, s	kip to Section III.			
7							
8	17.	Did Oracle prove by a pre	eponderance of the	evidence that Rimini Street an	d/or Seth Ravin		
9		knew they were violating	the Computer Frau	d and Abuse Act and had the	specific intent to		
10		violate that law when according	essing an Oracle co	mputer?			
11		Rimini Street:	Yes	No			
12		Seth Ravin:	Yes	No			
13		If you answered no to bot	h of these questions	s, skip to Section III.			
14							
15	18.	Did Oracle prove by a pre	eponderance of the	evidence that a violation of the	e Computer Fraud		
16		and Abuse Act caused spe	ecific damage or los	s to Oracle's computer system	ns?		
17		Rimini Street:	Yes	No			
18		Seth Ravin:	Yes	No			
19							
20							
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22							
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1	Section	Section III: Oracle's California Computer Data Access And Fraud Act Claims					
2	19.	Did Oracle prove by a preponderance of the evidence that Rimini Street and/or Seth Ravin					
3		violated California's Com	puter Data Access	and Fraud Act?			
4		Rimini Street:	Yes	No			
5		Seth Ravin:	Yes	No			
6		If you answered no to bot	h of these questions	s, skip to Section IV.			
7							
8	20.	Did Oracle prove by a pre	ponderance of the	evidence that Rimini Street and/or Seth Ravin			
9		knew they were violating	California's Comp	uter Data Access and Fraud Act and had the			
10		specific intent to violate the	hat law when access	sing an Oracle computer?			
11		Rimini Street:	Yes	No			
12		Seth Ravin:	Yes	No			
13							
14	21.	Did Oracle prove by a pre	ponderance of the	evidence that a violation of the California			
15		Computer Data Access an	d Fraud Act caused	I specific damage or loss to Oracle's computer			
16		systems?					
17		Rimini Street:	Yes	No			
18		Seth Ravin:	Yes	No			
19							
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1	Section IV: Oracle's Nevada State Law Unlawful Acts Regarding Computers Claims					
2	22.	Did Oracle prove by a pre	eponderance of the	evidence that Rimini Street and	d/or Seth Ravin	
3		violated Nevada's State L	aw regarding unlay	vful acts regarding computers?		
4		Yes	No			
5		If you answered no to this	s question, skip to S	ection V.		
6						
7	23.	Did Oracle prove by a pre	eponderance of the	evidence that Rimini Street and	d/or Seth Ravin	
8		knew they were violating	Nevada's State Lav	w regarding unlawful acts regar	rding computers	
9		and had the specific inten	t to violate that law	when accessing the Oracle con	mputer?	
10		Rimini Street:	Yes	No		
11		Seth Ravin:	Yes	No		
12						
13	24.	Did Oracle prove by a pre	eponderance of the	evidence that a violation of Nev	vada's Unlawful	
14		Acts Regarding Computer	rs statute caused sp	ecific damage or loss to Oracle	s's computer	
15		systems?				
16		Rimini Street:	Yes	No		
17		Seth Ravin:	Yes	No		
18						
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1	Section V: Oracle's Inducing Breach of Contract Claim			
2	25.	Did Oracle prove by a preponderance of the evidence that any Rimini client breached the		
3		terms of service of Oracle's websites?		
4		Yes No		
5		If you answered no to this question, skip to Section VI.		
6		If you answered yes to this question, which client(s) did Rimini cause to breach the terms of		
7		service?		
8		Client: Client:		
9		Client: Client:		
10		If you need space to list additional client(s), list them on the attached sheet.		
11				
12	26.	Did Oracle prove by a preponderance of the evidence that a specific act of Rimini Street		
13		and/or Seth Ravin's intentional and unjustifiable inducement caused a specific client's breach		
14		of the terms of service of Oracle's websites?		
15		Rimini Street: Yes No		
16		Seth Ravin: Yes No		
17		If you answered no to both of these questions, skip to Section VI.		
18				
19	27.	Did a breach by any of the clients identified in question 25 cause actual harm to Oracle?		
20		Yes No		
21		If you answered yes to this question, please circle the relevant clients listed in question 25.		
22				
23				
24				
25				
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27				
28				

1	Section VI: Oracle's Intentional Interference with Prospective Economic Advantage Claim						
2	28.	Did Oracle prove by a preponderance of the evidence that a prospective contractual					
3		relationship existed between	een any third partie	s and Oracle?			
4		Yes	No				
5		If you answered no to this question, skip to Section VII.					
6							
7		If you answered yes to this	is question, which	chird-party client relationships	s did Oracle prove		
8		existed?					
9		Client:		Client:			
10		Client:		Client:			
11		If you need space to list a	dditional client(s),	list them on the attached shee	et.		
12							
13	29.	Did Oracle prove by a pre	eponderance of the	evidence that Rimini Street k	new of the		
14		prospective contractual re	elationship between	any of the clients listed in re	sponse to question		
15		28 and Oracle, and that Rimini Street and/or Seth Ravin prevented the prospective					
16		relationship from continu	ing?				
17		Rimini Street:	Yes	No			
18		Seth Ravin:	Yes	No			
19		If you answered no to bot	h of these question	s, skip to Section VII.			
20							
21	30.	Did Oracle prove by a pre	eponderance of the	evidence that Rimini Street a	nd/or Seth Ravin		
22		had the specific motive to	harm Oracle when	it prevented the prospective	relationship from		
23		continuing?					
24		Rimini Street:	Yes	No			
25		Seth Ravin:	Yes	No			
26		If you answered no to all	of these questions,	skip to Section VII.			
27							
28	31.	Did Rimini Street and/or	Seth Ravin prove b	y a preponderance of the evic	dence that their		

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1		purpose was at least in part to advance their interest in competing with Oracle and that it did				
2		not en	nploy wrongful mean	s in competing for	third-party client business?	
3			Rimini Street:	Yes	No	
4			Seth Ravin:	Yes	No	
5		If you	answered yes to both	h of these questions	s, skip to Section VII.	
6						
7	32.	Did O	racle prove by a prep	onderance of the e	vidence that Rimini Street and/or Seth Ravin	
8		engag	ed in any of the follo	wing acts in disrup	ting the prospective relationship between the	
9		third-1	party client and Orac	le?		
10		A.	<u>Fraud</u> :			
11		a.	Did Rimini Street a	nd/or Seth Ravin n	nake any statement to a third-party client that	
12			was later shown to	be false?		
13			Rimini Street:	Yes	No	
14			Seth Ravin:	Yes	No	
15		If you	answered no to both	, skip to question 3	2(B).	
16		b.	Did Rimini and/or	Seth Ravin know th	nat the statement was false when either of them	
17			made it?			
18			Rimini Street:	Yes	No	
19			Seth Ravin:	Yes	No	
20		If you	answered no to both	, skip to question 3	2(B).	
21		c.	Did Rimini and/or	Seth Ravin intend f	for a third-party client to rely on this statement in	
22			deciding whether to	end its economic	or prospective economic relationship with	
23			Oracle?			
24			Rimini Street:	Yes	No	
25			Seth Ravin:	Yes	No	
26		If you	answered no to both	, skip to question 3	2(B).	
27		d.	Was the statement	material to the third	l-party client's decision to end its economic or	
28			prospective econon	nic relationship wit	h Oracle?	

# 

1		Rimini Street:	Yes	No	
2		Seth Ravin:	Yes	No	
3	If you	u answered no to bo	oth, skip to question	n 32(B).	
4	e	. Was it reasonabl	e for the third-part	y client to rely on the state	ment in deciding
5		whether to end it	s economic or pro	spective economic relation	ship with Oracle?
6		Yes	No		
7	If you	u answered no to bo	oth, skip to question	n 32(B).	
8					
9	B.	Computer Fraud	and Abuse Act:		
10	f.	If you found that	Rimini Street and	or Seth Ravin violated the	e Computer Fraud and
11		Abuse Act, did (	Oracle prove by a p	preponderance of the evide	nce that Rimini Street
12		and/or Seth Ravi	n violated the Act	to specifically disrupt the	economic or prospective
13		relationship betw	veen Oracle and th	e third-party client?	
14		Rimini Street:	Yes	No	
15		Seth Ravin:	Yes	No	
16					
17	C.	California Comp	outer Data Access a	and Fraud Act:	
18	g	. If you found that	Rimini Street and	or Seth Ravin violated Ca	difornia's Computer Data
19		Access and Frau	d Act, did Oracle լ	prove by a preponderance of	of the evidence that
20		Rimini Street and	d/or Seth Ravin vi	olated the Act to specifical	ly disrupt the economic
21		or prospective re	lationship between	on Oracle and the third-party	y client?
22		Rimini Street:	Yes	No	
23		Seth Ravin:	Yes	No	
24					
25	D.	Nevada Unlawfu	ıl Acts Regarding	Computers Statute	
26	h	If you found that	Rimini Street and	or Seth Ravin violated the	P Nevada Unlawful ∆cts
27	11	-		Oracle prove by a prepond	
28		Regarding Comp	outers statute, ala	oracie prove by a prepond	crance of the evidence

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	that Rimini Street	and/or Seth Ravin	violated the Statute to specif	fically disrupt the
2	economic or prosp	pective relationship	between Oracle and the thir	d-party client?
	Rimini Street:	Yes	No	
	Seth Ravin:	Yes	No	
33.	Did Oracle prove by a pre	eponderance of the	evidence that the prospective	e relationship would
			client and Oracle and that it v	_
	result of Rimini Street and	d/or Seth Ravin's o	conduct based on the acts list	ed in question 28?
		Yes		•
	Seth Ravin:		No	
34.	Did Oracle prove by a pro	eponderance of the	evidence that Rimini Street	and/or Seth Ravin's
	conduct based on the acts	listed in question	28 caused interference with a	an economic or
	prospective relationship b	etween Oracle and	d an economic or prospective	economic
	relationship?			
	Rimini Street:	Yes	No	
	Seth Ravin:	Yes	No	
If you	a answered yes to all of the	questions at 28-34	above, please circle the clien	nt names in question
28 fo	r which you answered yes to	o <u>all</u> the questions.		
11				

1	Section	on VII: Total Damages				
2	35.	What is the amount you included	d in question 15?	\$		
3 4	36.	Did Oracle prove that it suffered	any damages for	r the Computer	Fraud and Abuse Act	
	50.	-		_		
5		California Computer Data Acces				
6		Computers claims, intentional in		_	_	
7		Rimini Street and/or Seth Ravin,			ur answer to 35?	
8			es	No		
9		Seth Ravin: Ye	es	No		
10		If you answered no to all, skip to	Section VIII.			
11						
12	37.	If you answered yes to any, what	t is the total amou	unt of non-dupl	icative damages you awar	d to
13		Oracle, for both copyright damage	ges (No. 35) and	non-copyright	infringement damages (No	Э.
14		36):				
15		Rimini Street	\$		(A)	
16		Seth Ravin	\$		(B)	
17		<b>Grand Total Damages</b> :	\$		(A+B)	
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19						
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1	Secu	on viii: Funitive Damages
2	38.	If you found that Rimini Street is liable for intentional interference with prospective economic
3		advantage, did Oracle prove by clear and convincing evidence that a director, officer, or
4		managing agent of Rimini Street engaged in malice, oppression, or fraud such that punitive
5		damages are warranted?
6		Yes No
7		
8	39.	If you found that Rimini Street is liable under the California Computer Data Access and Frauc
9		Act, and/or Nevada Unlawful Acts Regarding Computers statute, did Oracle prove by clear
10		and convincing evidence that a director, officer, or managing agent of Rimini Street engaged
11		in malice, oppression, or fraud such that punitive damages are warranted?
12		Yes No
13		
14	40.	If you found that Seth Ravin is liable for intentional interference with prospective economic
15		advantage, did Oracle prove by clear and convincing evidence that he engaged in malice,
16		oppression, or fraud such that punitive damages are warranted?
17		Yes No
18		
19	41.	If you found that Seth Ravin is liable under the California Computer Data Access and Fraud
20		Act, and/or Nevada Unlawful Acts Regarding Computers statute, did Oracle prove by clear
21		and convincing evidence that he engaged in malice, oppression, or fraud such that punitive
22		damages are warranted?
23		Yes No
24		
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3	Lymy Forgan argan, 'a Giornatura	Lury Forman areau's Driested Norma
4	Jury Foreperson's Signature	Jury Foreperson's Printed Name
5	DATED: October, 2015	SHOOK, HARDY & BACON LLP
6		By: /s/ W. West Allen W. West Allen
7		
8		Attorneys for Defendants Rimini Street, Inc. and Seth Ravin
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# **Question 25: Clients**

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## **Question 28: Clients**

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